Standard Operating Procedures

Administration of the Broad Information Technology and Telecommunication Services (BITS II) Contract

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1.0 INTRODUCTION

An integral part of the FAA's mission depends upon the availability and reliability of Information Technology (IT) and Telecommunication services. The Broad Information Technology and Telecommunication Services (BITS II) contract was implemented to address this need. The BITS II contract achieves this objective by providing a fast and effective contract vehicle for acquiring state-of-the-art IT and Telecommunication support services. The contract also supports the FAA's Small Business, and Socially and Economically Disadvantaged Business goals, and meets FAA commitments to reduced procurement time and cost. The procedures outlined in this document are designed to further these objectives by establishing simplified standards and procedures for the administration of the BITS II contract.

2.0 BACKGROUND

BITS II is an FAA multiple award $1.75 billion dollar Indefinite Delivery Indefinite Quantity (IDIQ) contract that provides support in 11 functional areas. BITS II was a competitive acquisition, and its resultant "best value" award contracts are limited to the Small Business and Socially and Economically Disadvantaged Business community.

3.0 PURPOSE

The purpose of this document is to provide an overview of the BITS II contract to assist Contractors, BITS II Team members, and Customers in the effective and efficient management of the contract.

The processes reviewed in this Standard Operating Procedure (SOP) include: contract and Task Order processing and management, non-DOT, reimbursable agreements, invoice processing, roles and responsibilities, contract reporting requirements and deliverables, administrative handling fees, and a summary of security requirements.

This document is intended for use by customers (Technical Officer's Representatives (TOR) and Alternate TOR), BITS II contractors and sub-contractors, and all BITS II Team members including the Program Manager (PM), Contracting Officer (CO) and Alternate CO, Contracting Officer's Technical Representative (COTR) and Alternate COTR, and the ASU-530 BITS II Team (Government employees and contractor support.)

4.0 OVERVIEW

The BITS II contract was designed to meet the FAA's IT and Telecommunication service requirements in a timely and efficient manner. The BITS II Team's commitment is to issue Task Orders and modifications within 15 days subject to submission of the completed Task Order Package (see section 5.1), to 30 days for more complex requirements and reimbursable agreements.

Task Orders will either be directed to a selected contractor, or "compared" among two or more BITS II Contractors. In most cases, the FAA Program Office will have already selected a BITS

II Contractor, and the award will be directed. No Task Order award under the BITS II contract will be protested.

The FAA anticipates that the Contractor teams will engage in ongoing marketing efforts to FAA Customers. The amount of proposed Task Orders the Contractor teams receive above the guaranteed minimum amount will be dependent upon the success of these marketing efforts. The FAA BITS II team will promote the contract generally, through customer outreach and printed materials.

Contractors may elect not to accept a Task Order for work outside of the Washington, D.C. metropolitan area, or when Task requires subcontracting outside the team.

The guaranteed minimum under this contract is $20,000 for each prime Contractor. There is no additional guaranteed minimum for any option years exercised. The Government at its discretion, on a contract-by-contract basis, will determine whether option years will be exercised, and the contract value increased, based on level of activity and satisfactory performance.

5.0 TASK ORDER PROCESS

5.1 Overview

BITS II is an "IT and Telecommunication Services Task Order Contract". Task Orders are issued in response to Customer requests and submission of all required documentation. Depending on the complexity of the Task, and the adequacy of the documentation, a Task Order can be issued within 15 business days. Complex Task Orders, Orders requiring a comparison among vendors, or Reimbursable Agreements may take as long as 30 business days. The Task Order package is comprised of five required documents: the **Statement of Work (SOW),** the **Independent Government Cost Estimate (IGCE),** the **Procurement Request (PR)** or **Funding Authorization Letter**, the **TOR Nomination Form**, and the **BITS II FAA Workplan** (submitted by the Contractor). Once the Task Order Package is completed, and has been approved by the COTR, then the CO/COTR issues the BITS II Task Order.

The Task Order processes in this SOP apply to all FAA BITS II users. However, other DOT and Government Agencies will be treated on a case-by-case basis, as they are required to follow the Federal Acquisition Regulation (FAR) process. Where the Customer is not an FAA user, the CO/COTR will issue a **Reimbursable Agreement** to make the Customer's funds available to the FAA. Procedures for Doing Business Outside the DOT and completing the Reimbursable Agreement are discussed in Section 6.0 of this document.

5.2 Informal Comparison

Customers who have not determined which BITS II Contractor to use, may select a Contractor on the basis of written materials or other information, or may work with the BITS II Team and Program Office to conduct an informal comparison among the Prime Contractors. The comparison is not a competition, but an information gathering process. A comparison may include as few as two Contractors.

The established contract rates have already been determined to be fair and reasonable by virtue of the BITS II competitive award process. Therefore, while cost may be a determining factor for a Contractor selection, any market surveys conducted will compare only BITS II Contractors.

Comparison TOR/Customer Responsibilities

- The TOR/Customer shall submit a signed TOR Nomination form to the Program Manager for each Task established under BITS II.

- The TOR/Customer shall submit a complete SOW.

- The TOR/Customer shall have sufficiently defined criteria to form a rational basis for evaluating Contractors, and shall lead the evaluation of presenting Contractors.

- The TOR/Customer, with the assistance of the CO/COTR will prepare a brief written summary of findings.

- The TOR/Customer will select the Contractor to perform the work.

Comparison BITS II TEAM Responsibilities

- The CO/COTR, will work with the TOR/Customer, to assist in identifying the Contractors to participate in the comparison.

- The Contractors selected will be notified by the CO/COTR of the time and place to present their capabilities to TOR/Customer and other members of the BITS II Team.

- The CO/COTR will assist the TOR/Customer in evaluating those Contractors presenting their capabilities. In evaluating the candidates, the following criteria may be considered:
  - Related experience and capabilities
  - Proposed costs
  - Quality of oral presentations
  - Past performance
  - Current workload

- The CO/COTR will assist the TOR/Customer in selecting the Contractor that best meets the requirements.

- The BITS II Team will notify Contractors of selection.

- The BITS II Team will de-brief those Contractors not selected (if requested).

5.3 Preparation of the Task Order Package

The Program Office (TOR/Customer) initiates each proposed Task Order. The TOR identifies the requirements, and based on the requirements, prepares the SOW. The SOW is the basis for the IGCE. The Procurement Request (PR) is based on the IGCE. Use of the established BITS II contract rates is recommended in preparing the IGCE.

The TOR/Customer is responsible for completing all Task Order Package documents prior to submission.

The TOR/Customer is encouraged to work closely with the BITS II Team during the preparation of the SOW. However, the TOR/Customer has primary responsibility for completing the documents included in the Task Order Package. All documents must be completed prior to submission.

The Customer and Contractor may work together to prepare the Customer's Task Order Package. *Please note; a Contractor working with a Customer on a potential Task Order package is no sign of primacy for the work and can have no stated or implied guarantee of that business*. Furthermore, all costs for developing business in this or any other manner shall be at the Contractor's expense and shall not be charged to the Government directly.

The Task Order Package documents shall be delivered to the BITS II Task Order Processing Team.

The BITS II Task Order Processing Team Members are:

Sharonda Davis, (202) 267-7326
Maritza Blakely, (202) 267-9905
Elaine Hill, (202) 493-5155
Nina Chandler, (202) 267-7806

The individual elements of the Task Order Package are discussed in the sections below.

TOR/Customer Responsibilities

- The TOR/Customer is responsible for assuring that the SOW, IGCE, PR or Funding Authorization Letter, and TOR nomination forms are correctly completed prior to submitting the documents to the BITS II Contract Specialists.

- The TOR/Customer shall complete the Risk/Sensitivity form as detailed in Section 8.0.

BITS II TEAM Responsibilities

- The BITS II Task Order Processing Team is responsible for:
  - Reviewing the SOW, IGCE, PR or Funding Authorization Letter, and TOR nomination forms to assure that they are adequate.
  - Notifying the TOR/Customer of any omissions or errors.

- Referring to the COTR and questions of interpretation or scope.
- Entering Funding Authorization Letter information into ACQUIRE, and generating PRs.

➢ On completion of the Workplan, BITS II Task Order Processing Team is responsible for:
- Printing the Contract Modification for CO signature.
- Entering the data into the eBITS II database.
- Providing copies of the Contract Modification and Workplan for distribution to the Budget office, Contractor, and TOR/Customer.
- Filing an original Workplan and Contract Modification in the CO's files.
- Providing a full set of Task Documents to the appropriate BITS II Team member for filing in the COTR's files.

Contractor Responsibilities

➢ The Contractor is responsible for assuring that the submitted Workplan is timely, complete, accurate, and signed.

➢ The Contractor is responsible for assuring that the Questionnaire for Public Trust positions is completed as per the Security requirements referenced in Section 8.

5.3.1 Statement of Work (SOW)

The SOW is a description of the technical requirements for a service to be performed. The SOW should be concise, specific, and detailed enough that the Contractor understands what is to be accomplished in the Task. In case of a legal action, the SOW is the document that will govern resolution. For this reason, all requirements and deliverables must be clearly defined, and ambiguity avoided. One of the features of the BITS II contract is that communication is STRONGLY encouraged at all phases of the acquisition cycle.

The basic elements that must be included in the SOW are the **Introduction and Overview**, **Background**, **Scope of Work**, **Objectives**, **Requirements**, **Tasks**, **Schedule of Deliverables**, **Reporting Requirements,** and **Period and Place of Performance**.

Additional elements that may be included as applicable, are; Security considerations, Facilities, Government Furnished Equipment (GFE), Management Plan, Travel, Supplies, Materials and Other Direct Costs (ODCs), Delivery Specifications, and Criteria for Acceptance.

TOR/Customer Responsibilities

The TOR/Customer should assure that the SOW meets all of the following requirements:

➢ The SOW must be within the scope of the BITS II contract.

- The SOW should be written with sufficient clarity and detail to enable the BITS II Team to understand the nature of the work to be performed.

- All elements of the SOW must be completed, using the BITS II templates as the standard.

- The Period of Performance should allow for a margin of error in timing. This avoids Modifications to extend the period of performance.

- Deliverables and due dates are clearly specified.

BITS II TEAM Responsibilities

- Review the SOW to assure that it is within the scope of the BITS II contract, and that it includes the necessary elements, including:
  - Introduction and Overview
  - Background
  - Scope of Work
  - Objectives
  - Requirements
  - Tasks
  - Schedule of Deliverables
  - Reporting Requirements
  - Period and Place of Performance
  - Security Considerations
  - Travel, Supplies, Materials, and Other Direct Costs (ODCs)

Additional elements that may be included are:
  - Facilities
  - Government Furnished Equipment (GFE)
  - Management Plan
  - Delivery Specifications
  - Criteria for Acceptance

- Notify the TOR/Customer if the documentation is insufficient.

- Notify the COTR if the work appears outside scope.

COTR Responsibilities

- The COTR shall resolve any questions as to whether the SOW is within scope.

5.3.2 Independent Government Cost Estimate

The **IGCE** details the labor and subcontractor requirements, subcontractor burden rate, ODCs (including products, materials, travel, etc.), administrative handling fee, and any other additional costs associated to the Task. The IGCE is the tool that the government uses to project the costs for a program. For this reason, the TOR/Customer shall prepare the IGCE without consultation with the Contractor. The Customer is advised to review labor rates from several sources, and may refer to the BITS II rates in preparing the IGCE. Independent evaluation of rates from several sources may indicate that negotiations with the Contractor for reduced labor rates and other direct costs are appropriate. Negotiation to reduce hourly or handling charges, as appropriate, is allowed.

The Labor breakdown should include individual labor categories (for prime and subcontractors), the number of hours to be used in each category, the hourly rate for each contract line item, and the total cost by category. These figures together comprise the labor costs. The subcontractor burden rate should be shown as a separate line item. Where the work crosses contract years, divide hours and costs appropriately for each contract year. No other fees, General and Administrative (G&A) or handling charges may be added to the labor costs.

Other Direct Costs (ODCs) include products and materials such as goods, equipment, materials, training, or software to be purchased under the contract and leases or rentals. Such items should be identified as clearly as possible without specifying brand names or other limitations that may impede cost effective purchase.

Travel includes all local, domestic, and international travel, and should be broken down by trip, to include airfare or any other transportation cost, hotel, per diem, car rental, parking, tolls, taxis, telephone, etc., to the extent practical. Contractors are bound by the Government Travel rates and regulations. In estimating travel, keep in mind that trips scheduled well in advance will obtain lower fares.

The Administrative Handling Fee for ODCs applies to travel, products and materials, as a percentage of the cost. The handling fee may be negotiated, but shall not exceed the percentage specified in the contract.

BITS II TEAM Responsibilities

- Compare the IGCE to the contract to assure that the rates are the same as, or below those indicated in the contract.
- Verify that the IGCE include labor cost breakdown includes the following:
  - Individual labor categories, by prime and by subcontractor
  - Subcontractor burden rates, if applicable
  - Number of hours to be used in each category
  - Loaded rate per the contract line item
  - Hourly rate
  - Total cost by category

- Verify that no fees been added to the direct labor costs. The subcontractor burden rate may be added to subcontractor CLINS only.

- Verify that the administrative handling fees do not exceed the amount specified in the contract.

5.3.3 Procurement Request (PR)

The Customer has the option of completing a **PR** within his or her office, or providing the BITS II Program Office with a **Funding Authorization Letter**. If a Funding Authorization Letter is provided, the BITS II Program Office will not issue a Task Order exceeding the amount specified and authorized by the Customer Organization. The Task Order total should closely match the amount specified in the IGCE.

TOR/Customer Responsibilities

- Where the Customer Organization processes their PR, all the BITS II required data elements must be included, including the contract number, Task numbers (if modifying Task), and a brief statement of purpose. The ACQUIRE Buyer Name box must list **Viola Underdue-Mitchell, ASU-370, (202) 267-7529**, and the "Mark For" text must list the name of the TOR, phone number and routing symbol. The Mail Invoice box should list the **FAA HQ Accounting Office (AFM)**.

- If the Customer submits a Funding Authorization Letter, the letter should include a valid appropriation code, labor categories and hours required, ODCs, Administrative Handling Fee, and the ASU-530 1% Administrative Fee. Each line item should include total dollar amount. Both Program Manager/IPT Lead's and Fund Certifying Officer's signatures are required on the letter. A Procurement Request WILL NOT BE GENERATED AND PROCESSED WITHOUT a Finding Authorization letter signed by both Program Manager and Budget Certifying Officer.

A PR cannot be generated without the Funding Authorization Letter.

- The amount listed on the PR or Funding Authorization Letter should match the amounts on the IGCE.

BITS II TEAM Responsibilities

SPECIAL PROCEDURES FOR AND, ASD, AUA, AAR and AIO PR PROCESSING

- When Funding Authorization Letter or PR is forwarded by AND, ASD, AUA, AAR or AIO, send the PR in ACQUIRE to Program Manager. After approval, the Program Manager forwards the PR to their Fund Certifier.
- AND, AUA and ASD PRs are forwarded to Leon Hillers for fund certification.
- AIO PRs are forwarded to Barbara Burton for fund certification.
- AAR PRs are forwarded to Lynn Jones for fund certification.

For all actions:

- PR amount should not exceed the amount authorized in the Funding Authorization Letter, and the following elements must be included:

- Contract number
- Task Order numbers (if modifying Task)
- Appropriation code
- A brief statement of purpose
- The ACQUIRE Buyer Name box must list **the BITS II CO**
- The "Mark For" box must list **Technical Officer's Representative (TOR), Routing Symbol, and Telephone Number**
- ASU-530 - 1% Administrative Fee
- Program Manager/IPT Lead signature
- Fund Certifying Officer's signature

5.3.4 Workplan

The Workplan is the final component of the Task Order Package, and cannot be signed until the preceding documents are completed. The Workplan includes a cover sheet (including labor categories, labor hours, rates, other direct cost (ODCs) and Administrative Handling Fee); the SOW; and a detailed description of all deliverables and schedules (if not already included in the SOW). The Workplan must be delivered in seven signed originals.

Contractor Responsibilities

- The Contractor is responsible for assuring that the Workplan is delivered in a timely manner, and includes the following information:
  - Title: FAA Contract Number, Task Order Number and Modification Number, if applicable.
  - Sub Title: CLINs included, Contract Number, Appropriation Code(s), Support Area (routing symbol), Order Amount (deobligations in parentheses), Date Submitted, and a brief Description of Work and Purpose of Modification (deobligate, reallocate hours, extend period of performance, etc.)
  - Body: A breakdown of costs by Direct Labor (contract labor category and subtotals for each category), Team Members/Subcontractors (rate and hours required), ODCs, Supplies/Materials with applicable administrative handling fee, and a History of Modifications.
  - Start Date: If this is a new Task Order, the start date should read "Contract Award."

- The Workplan must be delivered in seven originals. Sign-offs include: the Contractor Contract Manager, the TOR, the COTR, and the CO. The BITS II Program Office will validate completion of Task Order Package, and if approved, a Task Order is issued.

BITS II TEAM Responsibilities

- Verify that the Workplan's cover sheet includes the following information:
  - Title: FAA Contract Number, Task Order Number and Modification Number, if applicable.

- Sub Title: CLINs included, Contract Number, Support Area (routing), Order Amount (deobligations in parentheses), Date Submitted, and a brief Description of Work and Purpose of Modification (deobligate, reallocate hours, extend period of performance, etc.)
- Body: A breakdown of costs by Direct Labor (contract labor category and subtotals for each category), subcontractors (rate and hours required), subcontractor burden rate, ODCs, Supplies/Materials with applicable administrative handling fee, and a History of Modifications.
- Footer: Signature block with dates, to be signed in this order: Contractor, TOR, COTR, CO, and Contract Manager. At the bottom should the current and revised completion date (if applicable).
- Start Date: The Task should list the award date, if modifying existing Task. New Tasks should list "Award Date" as start date.
- Completion Date: The Task completion date should be reasonably accurate and allow for predictable delays. The completion date may be later than the date of the last deliverable.

➢ When the Workplan is complete, obtain the Contractor Contract Manager, TOR, COTR, and the CO signatures on all originals.

5.3.5 Task Order Processing

BITS II TEAM Responsibilities

DAY 1:
TOR/Customer delivers an adequate/complete package, including an approved PR or Funding Authorization Letter, SOW, IGCE, and a TOR nomination letter. For modifications to existing Task Orders, only the PR and the Workplan are necessary.

➢ Request an updated SOW if the original requirement deliverables or period of performance have been changed.

DAYS 4-5:

➢ If a Funding Authorization Letter is submitted, generate a PR in ACQUIRE.
➢ Prepare a BITS II file, and attach a "BITS II Task Order Tracking Sheet" to the outside of the file. This establishes an official BITS II file as well as tracking the status of the Task Order.
➢ Notify the Contractor of the request for services. The Contractor may request a copy of the statement of work or TOR information. This information will be used by the Contractor to develop the Workplan proposal.

DAYS 5-15:

➢ The Contractor submits seven signed originals of the Workplan. Compare the rates to the agreed contract rates listed in the BITS II Book.

- Check the header information, totals and history of modifications for accuracy. The COTR and CO will also review the SOW and Workplan for any discrepancies or necessary adjustments.
- Review the Workplan text, ODCs justification, and Period of Performance and compare them to the SOW and IGCE.
- Process the Award draft and place it into the working folder, along with the seven original copies of the Workplan.
- Submit the complete Package to the COTR and CO for signature.
- Once the CO has Approved and Reserved the action in ACQUIRE, print a Final Printout of the Award and attach a copy to each of the seven copies.
- Resubmit the Workplan package to the CO for signature.
- Enter the Task Order or modification into the e-BITS II database as pending, and update once the award is issued.
- Once the documents are signed, file the Task according to the "filing documents" section.

5.3.6 Task Order Tracking

As requisitions, or related documents are received and assigned for processing, enter the information into the eBITS II database: include the status of the action, whether pending documentation, or complete.

The database is maintained on a shared directory so that all team members are able to retrieve or enter information as necessary. Folders containing pending documentation are kept in an accessible pending file at the assigned BITS II Team member workstation.

5.3.7 Task Order Award and Distribution

Once the BITS II Task Order Package has been reviewed and approved by the BITS II Program Office (CO/COTR), the Task Order is awarded.

BITS II TEAM Responsibilities

- Distribute the documentation as follows:

  - FILE COPY + one extra copy with all corresponding documents will be filed in CO's office files.
  - COTR COPY will be filed the appropriate binder at COTR's desk, with all related correspondence.
  - TOR COPY will be delivered to the TOR listed on the TOR nomination sheet, via inter-office mail.
  - CONTRACTOR COPY will be sent via mail or Contractor will be contacted for pick- up.
  - BUDGET COPY will be sent via mail to the appropriate person listed on PR or Authorization Letter as Budget Certifier.
  - AFM COPY will be delivered to the accounting office.

5.3.8 Metrics

To track the processing time of each Award, processing time is measured in the eBITS II Database. This time is calculated from the first day the Task Order package is received as adequate and complete, through the Award issued date. This enables the staff to monitor the duration of processing time for all BITS II actions that are forwarded to BITS II Program Office for processing.

6.0 TASK ORDER MANAGEMENT

6.1 Doing Business Outside of the Department of Transportation

The BITS II contract allows Task Orders to be issued to government offices outside the DOT/FAA, under the auspices of the Economy Act, 31 USC 1535. Where a Task Order is to be issued to another Federal Agency, two procedures are possible: 1.) The CO may delegate procurement authority to that agency through a Delegation of Procurement Authorization Letter. In this case, the Customer Organization assumes contract management and invoice payment responsibility and issues subsequent Task Orders. 2.) The CO may retain procurement authority. In this case, all procedures in this SOP apply.

In either case, the Customer Organization provides the FAA with the 1% administrative fee.

6.1.1 Reimbursable Agreements

The BITS II AFM Team is responsible for Reimbursable Agreements.

The BITS II AFM Team Members are:

Anthony Randolph, (202) 267-8989
Anne Lewis, (202) 267-8977

The Reimbursable Agreement is the mechanism by which the FAA can retrieve funds from an agency outside the DOT/FAA. Currently, Charlotte Harrison, ABU-200 at (202) 267-8131 is the POC for information on or questions concerning Reimbursable Agreements.

Customer Responsibilities

- The TOR/Customer is responsible for delivering the funding documentation to the BITS II AFM Team. Funding documentation may include the Purchase Order, PR Military Interdepartmental Purchase Request (MIPR).

- The TOR/Customer shall transfer to the FAA the 1% administrative fee. The preferred method of transferring funds is through a Reimbursable Agreement that uses the On-line Payment and Collection System (OPAC). However, those Customers to whom Procurement Authority has been delegated may be allowed to make a one-time payment of the 1% FAA BITS II administrative charge by check. The CO processes the check through the FAA HQ Accounting Office.

- The TOR/Customer shall forward to the BITS II COTR copies of any Task Orders or Modifications issues under the Reimbursable Agreement.

BITS II TEAM Responsibilities

- Before completing the Reimbursable Agreement Form, contact the ASU-500 Budget Office (currently Sheri Martin, (202) 267-7003) to request budget authority for the amount to be reimbursed. This procedure is conducted by the ASU-500 Budget Office, and must be done before the Reimbursable Agreement Form is completed.

6.1.2 Completing the Reimbursable Agreement Form

BITS II TEAM Responsibilities

- Complete the Reimbursable form as follows:
  - Reimbursing organization: enter the address of the non-DOT financial Point of Contact (Customer POC). This information is to be provided by the Customer.
  - Organization to be reimbursed: enter the ASU-530 address.
  - Appropriation chargeable: this is the Customer's appropriation code, from which the funds will be taken. The Customer POC will provide this information.
  - Appropriation reimbursed: this is the FAA appropriation code in which the funds are to be placed. This number is to be provided by the ASU-500 Budget Officer (currently Sheri Martin).
  - Effective date: enter "upon signature".
  - Cost:

    a) FY; enter the current Fiscal Year.

    b) Amount; enter the estimated amount, including both the Task Order cost and the 1% administrative fee if the FAA is to process invoices or just the 1% fee where the Customer will process invoices.
  - Summary: this is boilerplate language, the full text of which is included on the attached sample Reimbursable Agreement. At the bottom of the summary, include the dollar amount of the amount to be funded under this document, which is the same amount listed as the cost.
  - Authorized Approvals:

    a) Obtain the signature, date and title of Customer POC.

    b) Obtain the signature, date and title of the BITS II CO.

6.1.3 Reimbursable Agreement Financial Addendum

BITS II TEAM Responsibilities

- Fill out the Financial Addendum as follows:
  - Billing Office; FAA, POC, Budget Office, ASU-500 (POC currently Sheri Martin (202) 267-7003.)

- Bill to address; List the Address (of Customer accounting office) to which the invoice is to be sent, include a POC and telephone number.
- DOT Project Officer; List the BITS II CO, Routing Symbol, and Phone Number (BITS II CO currently Viola Underdue-Mitchell, ASU-370, (202) 267-7529.)
- Accounting Classification; List the Customer's appropriation code and Accounting Locator Code (ALC) number, as provided by the Customer POC.
- Project beginning date; List the expected Task Order start date.
- Project Ending date; List the expected Task Order completion date.
- Specific goods or services: include a brief description of the Task Order, and the organization to which services are to be provided. The Task Order title is usually sufficiently descriptive.
- Identify the Following:

  Billable charges: incorporate the language included in Appendix 2 where the Customer is to process invoices. Where the FAA is to process invoices, list the total Task cost.

  Method of computation: incorporate the language included in Appendix 2 where the Customer is to process invoices. Where the FAA is to process invoices, the charges are based on IDIQ labor hour charges and ODCs included in the BITS II contract.

  Estimated cost: list the total estimated cost and the amount to be incrementally funded, if applicable.

  Billing periods: incorporate the language included in Appendix 2 where the Customer is to process invoices. If the FAA is processing the invoices, enter "to start when Task Order is funded, to continue thereafter on a monthly basis."

  Documentation required by the user Agency: enter "The Task Order is attached."

➢ Deliver the completed form to AGC-520 (currently Bob Zuckerman (202) 267-3151) for legal review.

Once the Reimbursable Agreement Form is complete and has undergone legal review, but before it is signed, the FAA Budget Office (currently Joan Davis, ABU-200, (202) 267-9057) will issue a Reimbursable Agreement Number.

➢ Once this number is issued and entered on the Reimbursable Agreement Form, obtain the CO and Customer POC's signature.

6.1.4 Distribution

BITS II TEAM Responsibilities

➢ Distribute copies of the Reimbursable form as follows:
- FAA HQ Accounting Office, AFM-210, Team Coordinator, (currently Charlotte Harris, AFM-210, 202-267-8658) This office enters information into DAFIS, making fund retrieval possible.
- FAA Budget Office, ABU-200, (currently Joan Davis, ABU-200, (202) 267- 9057).
- ASU Budget Office (currently Sheri Martin, ASU-500, (202) 267-7003).

- FAA BITS II Contracting Officer (currently Viola Underdue-Mitchell, ASU-370, (202) 267-7529).
- FAA BITS II COTR (currently Carmen Molina, ASU-530, (202) 267-8390).
- Customer Financial POC (if required).
- Customer/Technical Officer Representative (TOR).

6.2 Invoice Processing

The invoice procedures established for the BITS II contract are designed to assure prompt payment of all invoices, and to create an accurate and verifiable account of all government funds spent. In addition, these procedures allow the TOR time to review the charges with the Contractor prior to processing the invoice.

Contractor Responsibilities

- The Contractor shall submit monthly invoices (original and one copy), to the Federal Aviation Administration, Accounts Payable Branch, AFM-220, 800 Independence Avenue, SW., Room 533, Washington, DC. 20591. When submitting invoices personally, Contractors are advised to date stamp their invoices at the AFM inbox, located on the fifth floor, Room 533. The date stamp marks the date of official receipt. Payment is due 30 days from official receipt.

- In addition, prior to submission to AFM, Contractors shall provide the TOR with an advance copy of the invoice for review, with Certification Sheet attached.

- The Contractor shall collect the signed Certification Sheets from the TORs prior to submitting invoices to AFM-220, and deliver the Certification Sheets to Shivani Patel, ASU-530.

- All invoice coversheets (SF 1034) must be clearly marked for BITS II in BOLD or red letters at the top of the page.

- The Task specific CO’s name and routing symbol shall be entered on SF 1034 in the “Articles or Services” box. The information shall be in enlarged font and bolded so as to be highly visible.

6.2.1 Invoice Information

- The Contractor shall assure that the invoice includes the following information:

  - The Task number, total award amount and remaining balance for Task.
  - All charges shall be broken down to show current and cumulative charges, amount obligated, and balance.

Charges may be rejected for the following reasons:

- **Items/CLIN is not in the Task Order as charged.**
- **Documentation is not provided.**
- **Charges are not clearly identified.**
- **Travel charges exceed allowed amounts.**
- **CLIN hours are exceeded**

- Labor listed by labor category and CLIN number, hourly rate, and current amounts.
- Subcontractor labor listed by labor category and CLIN number, hourly rate, and current amounts.
- The subcontractor burden rate.
- A list of direct supplies, materials, equipment, software, and any other ODCs, with quantity and cost of each item.
- A receipt shall be provided for each item over $10.00.
- Travel, including a breakdown of all actual travel and per diem expenses by traveler, by trip. All invoiced travel costs shall be supported by receipt. Nominal charges (under $10) such as tolls, public transportation, and photocopying may be listed instead of providing a receipt.
- A copy of the electronic itinerary, or boarding stub and invoice to the Contractor from the Credit Card Company or travel agency may document air passage, include the award amount, current charges, and the cumulative costs of all invoices to-date.
- Any Administrative Handling charges shall be shown as a separate line item.

For some Reimbursable Agreements, the CO may elect to waive the requirement for direct purchase receipts in those cases where the TOR/Customer indicates that he or she is receiving and is satisfied with full documentation. This waiver must be expressly granted in writing. The Contractor shall maintain a readily accessible copy of the complete documentation to be made available at the FAA's request.

Failure to provide the required information shall be cause for rejection of part or all of the invoice.

Refer to the Section below for a description of allowable charges.

For questions regarding invoice procedures, allowable charges, payment or rejection of charges and TOR, COTR and CO approval, contact:

Shivani Patel (202) 267-3413
Margaret Siebel (202) 267-7444

BITS II TEAM Responsibilities/AFM

The Contractor submits monthly invoices to the AFM-220 office, and to each TOR. The TOR's copy is submitted in advance, and shall include a Certification Sheet, which is to be signed and returned to the Contractor prior to the Contractor's submission of invoices to AFM-220.

- AFM processes the invoice as follows:

- Enter the invoice information into the Invoice Tracking System (ITS).
- Deliver one copy of the invoice, with SF 1034 cover sheet, to the BITS II invoice inbox (currently Shivani Patel's desk).

➢ When the invoice is returned to AFM by the COTR, process the invoice for payment as follows:
  - Allocate the funds from the proper appropriation codes, as designated in the Task Order.
  - Check the bottom of the SF 1034 for special payment instructions (designation of specific appropriation codes) or rejection or partial payment instructions.
  - Prepare a Batch for payment in DAFIS.

6.2.2 ASU Invoice Review

The COTR and the Invoice Specialist (**currently Shivani Patel, (202) 267-7444**) are responsible for review of the invoice.

BITS II TEAM Responsibilities/Invoice Specialist

➢ Verify the following information against the Workplan:
  - The word **BITS II** printed or written clearly on the SF 1034 cover page of the invoice. The Task specific CO's name and routing symbol in the "Articles or Services" box.
  - Labor listed by labor category and CLIN number, hourly rate, and amounts. Generally, hours may not be charges in excess of those in the Task Order. However, this requirement may be waived on a case-by-case basis.
  - Prime labor and subcontractor labor CLINs, hours and charges must be shown separately, with separate subtotals.
  - The subcontractor burden rate must be shown as a separate line item.
  - A list of direct supplies, materials, equipment, software and special equipment, if any, with quantity and cost of each item, receipts or documentation for such items.
  - Travel, including a breakdown of travel and per diem expenses by traveler, by trip, and receipts for such items.
  - Current total amount invoiced, cumulative total amount of all invoices to date, and the remaining balance.

➢ Verify each line item against the amounts listed in the Workplan. No labor rates, or cumulative charges for ODCs may exceed the amounts listed in the Task Order.

➢ Verify that all invoiced **<u>travel costs</u>** are supported by receipt. Nominal charges (under $10) such as tolls or public transportation, may be listed instead of providing a receipt. A copy of the electronic itinerary, or boarding stub and invoice to the Contractor from the Credit Card Company or travel agency may document air passage.

➢ All travel charges are subject to Government travel restrictions, including but not limited to the following provisions:

- First class travel is not allowed.
- Lodging expenses and per diem are allowed at the government rates.
- Personal expenses incurred while on travel are not allowable, except that laundry and limited telephone charges are allowed during travel over three days, subject to the government limits.
- Purchase of alcohol and personal items is never allowed.

➢ Verify that the Administrative Handling Fee is charged only to ODCs.
- The <u>Administrative Handling Rate for Products</u> applies to hardware, software, materials or other ODCs. This rate may be decreased through negotiation.

➢ If adequate documentation is not provided, call the Contractor to request additional information. If the Contractor does not respond within three days, reject the charges.

➢ If the invoice includes significant errors that make interpretation difficult, or if the Contractor does not respond within three working days, reject all or part of the charges as applicable.

Under no circumstances are charges for gifts, entertainment, or alcoholic beverages allowed under this contract.

➢ To reject all or part of the charges, write a brief description of the reason at the bottom of the invoice.

➢ Mark the invoice to indicate that it has been checked.

➢ Note any changes or instructions at the bottom of the SF 1034. Such information normally includes and explanation of any rejected charges, or instructions to accounting to bill specific appropriation codes.

The TOR/Customer is required to complete the Certification Sheet and forward it to the Contractor. However, where the TOR/Customer has not forwarded the Certification Sheet, the following procedures apply:

➢ Contact the Contractor to determine if the delay is due to a dispute of the charges by the TOR/Customer.

➢ If the TOR/Customer has not forwarded a completed Certification Sheet to the Contractor, and is not disputing any charges, send a cc:Mail with the following information:
- Statement that ASU-530 has not received the TOR/Customer Certification Sheet.
- Contractor name and Task number.
- Date and amount of invoice.
- Request for Certification Sheet on or before 2 working days prior to due date.

- "If no response is received to this cc:Mail within five days, the invoice will be presumed correct and payment will be made. If the TOR finds any errors, they can be corrected in the subsequent invoice."

➢ If TOR/Customer does not respond to the cc:Mail by stated deadline, follow-up with a phone call.

➢ If TOR/Customer does not answer, leave a voice mail and document date and time of call on cc:Mail.

➢ Hand-carry a copy of the invoice where the due-date requires immediate processing.

➢ Once the BITS II Team receives the TOR/ Customer Certification Sheet from the Contractor, the invoice is processed as follows:
- Deliver the invoice, with TOR Certification Sheet or cc:Mail attached, to the COTR for signature.
- Following COTR signature on the SF 1034, enter into the Invoice Tracking Spreadsheet the following: the CO's name and routing symbol, Contractor name, Task number, invoice number, ABA Return Date, and date delivered to the CO.
- The invoices shall then be placed in a designated folder and hand delivered to the CO's desk for signature.
- Once the CO has signed the SF 1034 and returned the invoice, enter the invoice information into the e-BITS II database.
- Enter the return date into the Invoice Tracking Spreadsheet.
- File a full copy of the invoice and Certification Sheet in the BITS II invoice files.
- Deliver the signed SF 1034 to the BITS II AFM office no later than the "Must Return To ABA By" date printed in the upper right hand corner.

6.2.3 Invoice Certification

TOR/Customer Responsibilities

The Contractor submits an advance copy of the Task invoice to each TOR, with a TOR Certification Sheet attached.

The TOR/Customer reviews and either rejects, in part or whole, or approves the invoice for payment. The TOR must provide a legally sufficient written explanation for the rejection of any charges.

➢ The TOR/Customer shall review each invoice to assure that the services billed were received and satisfactory, and that the ODCs were charged appropriately.

➢ The TOR/Customer shall process the Certification Sheet and forward it to the Contractor. The TOR/Customer Certification Sheet authorizes the COTR to pay or reject invoices.

- The TOR/Customer, if rejecting all or part of the invoice, should first contact the Contractor for explanations or additional documentation.

- If the Contractor does not address billing questions appropriately, then the TOR/Customer should contact Margaret Siebel for additional information and clarification.

6.2.4 Rejecting an Invoice

TOR/Customer Responsibilities

- The TOR may reject any part, or the entire invoice. Should the TOR reject an invoice, he or she must first contact the Contractor to try to reconcile disputed charges, and if no resolution can be reached, the TOR must then provide a written justification to the COTR within 7 days of receipt of the invoice. The following reasons are sufficient to reject an invoice:
  - The services or materials described in the invoice were not provided, or were worked by a different labor category than listed in the invoice.
  - The labor categories, hourly rates or ODCs differ from what was approved in the original Task Order.
  - The Task Order deliverables were unacceptable and returned to the Contractor by the TOR.
  - Travel, ODCs or other materials were not clearly identified in the invoice, or receipts or other supporting documentation was not provided with the invoice.

6.2.5 COTR Responsibilities/Review of Invoice

If the COTR finds incorrect charges in the invoice, or if there are insufficient funds to cover the invoice, the invoice will be rejected in whole or part.

- To approve or reject all or part of invoice, print name on "TITLE" line, and sign the "Signature" line of the SF 1034. Make changes to "TOTAL", as necessary.

6.2.6 CO Responsibilities/Review of Invoice

The CO shall review the invoice to determine that the charges are consistent with the contract terms, and contains allowable charges that are subject to a contract audit.

Upon receipt of the invoice, the CO shall have one week to process the invoice. As received by the CO, the invoice shall already have been checked by the TOR, the Invoice Specialist and the COTR for full documentation, correct charges, and work, labor categories and ODCs as authorized and funded in the Task Order.

- To certify the invoice, the CO shall sign as indicated on the SF 1034, in the space provided for the "Authorized Certifying Officer."

- Make changes to the "TOTAL" line as necessary.

- Once approved, return the invoice to the BITS II In/Out box, where the Invoice Specialist will pick it up.

COTR Responsibilities

- The COTR shall conduct an independent review of the invoice to certify the work on the Task is proceeding well from a technical standpoint, that the labor category and hourly rates are consistent with what was originally awarded, and that all other direct costs are allowed under the terms of the Task Order.

6.2.7 Invoices Under Reimbursable Agreements

BITS II TEAM Responsibilities

- In some cases, Tasks executed under a Reimbursable Agreement will stipulate that the TOR/Customer's office will process invoices. In this case, the invoice information is entered into both the DAFIS/ITS system, and the e-BITS II database, but the invoice is processed and paid within the TOR/Customer's office.

6.3 Task Order Close-Out

A Task Order may be closed when the work is completed, the funds have expired, or because the TOR/Customer determines that canceling the Task is in the best interests of the government. Finally, a Task may be closed for cause, which includes: failure to perform, misconduct, breech of security or illegal action.

TOR/Customer Responsibilities

If the TOR/Customer decides to close-out the Task Order before its completion or for cause, the TOR must notify the CO/COTR in writing. The CO will issue written notification to the Contractor of the FAA's intent to close.

Contractor Responsibilities

Within three months of the conclusion of each Task, the Contractor must submit the final invoice. The final invoice is the official notice to the FAA that the work is completed and no additional charges will be invoiced.

- Prior to processing the final invoice, the Contractor must submit to the TOR a statement for signature that work has been completed in a satisfactory manner, and that all Government Furnished Equipment (GFE), software, hardware and any other equipment or materials purchased under the Task Order have been returned or properly disposed of.

6.4 Contract Close-Out

Closing out the contract marks the official conclusion of work under the contract. Tasks awarded prior to the Contract Close out may be completed beyond the term of the contract at the CO's discretion. Permission to continue beyond the Close out of the contract must be granted in writing by the CO.

Contractor Responsibilities

- The Contract Close out invoice is submitted in the same manner as the monthly invoices, with the following additions:
  - The invoice is clearly marked "final invoice" on the face page of the invoice.
  - The following additional data must be submitted with the final invoice:
    - Contractor's assignment of refunds, rebates, and credits.
    - Contractor's release.
    - Report of inventions and subcontracts, and of materials and software.
    - A list of all Government Furnished Equipment (GFE) and the intended time and place for return.

6.4.1 TOR/Customer Certification of Close-Out Invoice

TOR/Customer Responsibilities

- The TOR/Customer shall verify that all materials and software purchased with government funds, and all GFE is returned to the government.

6.5 Maintenance of Records

COTR Responsibilities

- The COTR shall maintain complete Task Order documentation for one calendar year. Following that time, the COTR shall place the Task Order records into archives for additional two calendar years following overall contract completion.

BITS II TEAM Responsibilities

- Hard copies of the Task Orders and contract modifications are maintained at both the CO and COTR offices.

- Check the CO/COTR files periodically to assure that all records are correctly filed and appropriately marked.

6.5.1 Reporting

Records Maintained in the e-BITS II Database include:

- Task Order Information
- TOR Information

- Invoice Information
- Contract Information
- Metrics Data

6.6 BITS II WEB Page

Margaret Siebel coordinates the BITS II WEB page. Contractors wishing to add or change information on the WEB page should contact her at (202) 267-7444.

6.7 Year-End Actions

Many Task Orders are scheduled to end at the close of the Government Fiscal Year (September 30), but some cross Fiscal Years, have plans to extend the Task, or have remaining funds. The following provisions govern the circumstances under which work may continue for Tasks that terminate September 30.

6.7.1 Residual Funds and Completed Documentation

If residual funds from the previous Fiscal Year (FY) remain on the Task, and the BITS II Team has received both the PR and the completed Work Order to extend, work may continue so long as the residual funds are sufficient to cover the effort. No work using the next FY's funds may start until the Continuing Resolution Authority (CRA) is issued, or until Congress approves the budget.

6.7.2 Residual Funds with Incomplete Documentation

If residual funds from the previous FY remain on the Task, and the BITS II Team has received the PR but has not received a completed Work Order to extend, work may continue so long as the residual funds are sufficient to cover the effort, with the understanding that the completed Work Order will be delivered no later than one week into the new FY. Again, no work using the next FY's funds may start until the Continuing Resolution Authority (CRA) is issued, or until Congress approves the budget.

6.7.3 Residual Funds and No Documentation

If funds remain on the Task, but the BITS II Team has received neither the PR nor the Work Order, the Contractor should cease work until the paperwork is completed.

6.7.4 No Residual Funds and No Documentation

If no funds remain on the Task, and the BITS II Team has received neither the PR nor the Work Order, the Contractor should cease work until the paperwork is completed. Absent funding, the Contractor would be working at risk, which is prohibited under the BITS II contract.

7.0 CONTRACT MANAGEMENT

7.1 Roles and Responsibilities

7.1.1 Contracting Officer

CO has the overall responsibility for this contract. The CO is authorized to act on behalf of the Government to modify contract terms, conditions, requirements, specifications, and delivery schedules.

Only the Contracting Officer has authority to:

- Direct or negotiate any changes in the contract
- Modify or extend the contract period
- Change the terms and conditions of the contract
- Issue contract modifications and issue Task Orders
- Issue stop-work orders or other legal corrective action

Any work undertaken without prior written consent from the CO is at the Contractor's risk, is not approved, and will be subject to non-payment, as per sections H and L of the contract.

BITS II CO
Viola Underdue-Mitchell, (202) 267-7529, ASU-370

7.1.2 Contracting Officer's Technical Representative

The BITS II contract has one COTR, and one alternate COTR. The COTR has primary responsibility for the management of the BITS II contract. The COTR serves as the Technical Contract Manager for the BITS II Tasks, and reports directly to the ASU-530 IPT Lead/Program Manager. The COTR works closely with the CO, the TOR and the Contractors during the pre-award phase, and throughout the life of the Task.

Generally, the COTR provides technical direction and advice to the CO, TOR and Contractors on all contract-level issues, assists in the resolution of all major issues, and maintains open communications. The COTR interprets, reviews, and recommends approval of technical and contractual matters, as well as contract and Task Order requirements; provides guidance on contract and Task Orders period of performance extensions, issuance of contract and Task Order modifications and proposed Task Orders, issuance of stop-work orders or other legal corrective action. The COTR also reviews and prepares SOWs, reviews and approves documents supporting Task Order packages, monitors Contractor performance and costs, and assures that Contractors are meeting contract and Task Order deliverables. The COTR reviews and recommends approval of invoices, tracks the Contractor's performance, adherence to cost, schedule and status reports, and provides overall contract and Task Order quality assessments.

BITS II COTR:
Carmen Molina, (202) 267-8390, ASU-530

Alternate BITS II COTR:
Sharonda Davis, (202) 267-7326, ASU-530

7.1.4 Technical Officer's Representative (TOR)

The TOR may be located in any organization throughout the FAA, Department of Transportation, or other government agency. Because BITS II is a Task Order contract, each

Task must have an assigned TOR. The BITS II contract requires that all TORs be COTR-certified, and technically qualified to oversee the Contractor's performance.

The Customer's manager or IPT Lead designates the TOR. The TOR works with the Contractor to lead the SOW development effort, independently prepares the IGCE, and processes the Funding Authorization Letter or PR. The TOR is responsible for coordinating all BITS II contract actions with the COTR.

The TOR does not have authority to issue any direction under this contract, either technical or otherwise, which constitute a change to the scope, conditions, price, delivery schedule, period of performance, or other contract and Task Order provisions. The TOR works through the COTR who has overall technical contract management responsibility.

7.1.5 Team Members/Support Contractors

The FAA BITS II Program Office has several support Contractors to assist the PM, COTR, CO, and Accounting Office with Contract Management functions. The responsibilities of the support Contractors include facilitating communications between CO, COTR, and the Contractors; assisting in processing and reviewing invoices, issuing PRs and Task Orders, responding to and tracking Customer inquiries, evaluating Customer and Contractor surveys, and maintenance of the BITS II contract *database contract documentation.*

7.1.5.1 Customer Support

Customer support is provided by the BITS II Team for general information on the BITS II contract, preparation of Task Order, and invoice processing.

7.1.5.2 Task Order Processing Team

The following Contract Specialists are responsible for processing PRs, Task Orders, and Contract Modifications:

Sharonda Davis, (202) 267-7326, ASU-530
Maritza Blakely, (202) 267-7806
Elaine Hill, (202) 493-5155
Nina Chandler, (202 267-7806

7.1.5.3 Contract and Task Order Actions

The following contract support staff is responsible for information and assistance on BITS II procedures and documentation, Contractor proposal comparisons, invoice review and tracking, WEB page updates and information, coordination of contract Reviews and Program Reviews, Outreach, and Customer surveys and evaluations:

Margaret Siebel, (202) 267-7444
Anthony Randolph, (202) 267-8989

7.1.5.4 Accounting Operations and Reimbursable Agreements

The following contract support staff is responsible for the BITS II accounting operations and reimbursable agreements:

Anthony Randolph, (202) 267-8989
Anne Lewis, (202) 267-8977

Shivani Patel, (202) 276-3413

7.2 CONTRACT REVIEW

The BITS II Team shall coordinate Contract Reviews twice yearly to disseminate information, and discuss contract issues and operational issues. All Contractors, the CO, COTR, and other interested parties attend the Contract Review. The CO and COTR address general contract issues followed by an open forum for comments and questions from the Contractors.

BITS II Team Responsibilities

The BITS II Team will coordinate the Contract Reviews:

- Coordinate date with CO and COTR, reserve suitable meeting room such as Bessie Colemen Center or Auditorium.
- Contact all Contractors to inform them of date and to request Agenda Items.
- Distribute Contractor's electronic copy of BITS II Team Services Survey.
- One week prior to Contract Review, work with CO and COTR to finalize Agenda and information packages for distribution. The information package should include a summary of Task Order activity by Contractor, new contract information, and the latest survey results. The CO or COTR may provide you with other information to include in the package.

Contractor Responsibilities

- Contractors must submit Agenda items to the BITS II Team no later than five days prior to the scheduled Contract Review.
- Contractors are responsible for knowing the information disseminated at the Contract Reviews.

7.3. PROGRAM REVIEW

The Program Review will review Task Order progress, and shall be held for each requesting TOR/Customer who has a current active Task that has been in place for at least six months. The Program Review provides a status up-date on Task Order progress and issues. All Contractors presenting a TOR Task briefing should follow the established format. The TOR/Customer Task briefing will be scheduled for one-half hour for each Task.

BITS II Team Responsibilities

- Coordinate date with CO and COTR, reserve suitable meeting rooms.
- Contact all Contractors to identify any conflicts in dates or special requirements.

- Contact all TORs/Customers with Tasks that are active and have active for at least six months to inform them of purpose of Program Review and schedule meeting dates.

- Distribute electronic copy of the BITS II Contractor and BITS II Team Services Survey.

- Notify Contractor of TORs requesting meeting. Check to assure that Contractors have the Program Review Information Package. Request that package be submitted one week before each meeting.

- Two days before Program Reviews, confirm place and time of meeting with TOR. Distribute schedule to TOR, CO, COTR, and other Team members who may attend.

Contractor Responsibilities

- No less then five days prior to the Program Review, the Contractor shall compile and submit the Program Review materials to the COTR for review.

7.4 EVALUATION

Timely and effective Customer service is the cornerstone of the BITS II program. For this reason, ongoing evaluation of the BITS II Team services and of the Contractor providing the services is essential. The BITS II program conducts two types of evaluations; 1) monitoring the amount of time between the receipt of a completed Task Order Package and award, and 2) conducting formal evaluations of the BITS II Team services through written surveys.

- The BITS II Team Service Survey evaluates the performance of the BITS II Team in terms of Customer service, knowledge of programs, assistance in the preparation of documents, and effectiveness in issuing the Task Orders. This survey is to be completed by both TORs/Customers and Contractors.

- The BITS II Contractor Survey evaluates BITS II Contractor performance in terms of quality of deliverables, skill of staff, adherence to budget and schedule, and effectiveness of management. This survey is to be completed by the TOR/Customer.

Completion and return of the surveys is critical to assure that the BITS II Team services meet Customer requirements in the most efficient manner. For this reason, the BITS II Team requests that Contractors and Customers/TORs return the completed survey within one week of receipt. Results of the survey will be published by the BITS II Team and will be available to current and potential Customers and to Contractors.

BITS II TEAM Responsibilities

The BITS II Team shall distribute the BITS II Team Service Survey to TOR/Customers and to Contractors, and the BITS II Contractor Survey to TOR/Customers.

The BITS II Team shall analyze and report the findings of the surveys.

TOR/Customer Responsibilities

- The TOR/Customer should respond to two surveys; the BITS II Team Service Survey, and the BITS II Contractor Survey.

- The Surveys shall be returned to the BITS II Team in hard copy or via e-mail within one week of receipt.

Contractor Responsibilities

The Contractor shall complete the surveys, and return them to the BITS II Team within one week of receipt

BITS II TEAM Responsibilities

- The BITS II Team will tabulate and report on the survey results at the Contract Review.

8.0 SECURITY PROVISIONS

The BITS II program has developed security guidelines in response to the Personnel Security Program (Order 1600.1D), issued 2/5/1998, which applies to all DOT personnel, and all DOT Contractors, subcontractors and consultants.

The BITS II security guidelines include four steps: the first is completion of the Questionnaire for Public Trust Positions (SF-85P); the second is to notify to the CO of all personnel for whom an SF-85P and fingerprint form has been filed; third, the Contractor shall provide a quarterly report of the security status of employees hired, or who are no longer on the Task Orders under the BITS II contract; finally, Contractors are responsible for returning to the COTR any IDs issued under the BITS II contract upon termination or departure of a Contractor employee or subcontractor. Where a Contractor employee or subcontractor is dismissed or removed from a BITS II Task for cause, the Prime Contractor shall notify the CO and COTR within five business days of such action.

For clerical or administrative support staff that will not be working on site, and will not have access to DOT/FAA systems, data, facilities or resources, no security requirements apply.

8.1. Risk/Sensitivity Form

The "Position Risk/Sensitivity Level Designation Record" form establishes the level of clearance for contractor personnel working on BITS II Tasks. The BITS Program Office, in conjunction with the BITS Contracting Officer prepared Risk/Sensitivity Level forms for all 109 BITS II labor categories, and submitted the forms to FAA Security for review and approval. FAA Security responded and specified Risk/Sensitivity Level Designations for each of the 109 labor categories. Each BITS II contract will be modified to reflect the global (or contractual) Risk/Sensitivity Level Designation for each of the 109 labor categories in the contract. This designation is based on the generic description of work included in the BITS II SOW.

TOR/Customer Responsibilities

With every PR submitted, the TOR/customer **shall confirm in writing** that the contractually designated global Risk/Sensitivity Level Designations are appropriate for their specific Task Order and SOW. The TOR/customer may recommend a higher (or lower) designation level. This would require submission of new "Position Risk/Sensitivity Level Designation Record" Forms.

The Risk/Sensitivity form ranks each CLIN as Low, Moderate or High Risk based on the nature of work performed, access to sensitive data, systems, and degree of authority and fiduciary responsibility. Instructions for completing the Risk/Sensitivity form are included in Order 1600.1D.

Order 1600.1D states that:

> The minimum investigative requirement for Contractor employees occupying low risk positions is a fingerprint check…the minimum investigative requirement for those critical areas will be raised to a National Agency Check with Inquiries (NACI). The minimum investigative requirement for positions involving fiduciary responsibilities (or impacting national security) will be raised to a National Agency Check with Inquiries and Credit (NACIC).
>
> With the exception of those with critical involvement in systems or programs that could have an impact on national security, most labor categories will be rated as low or moderate risk.

Write the Appropriation Code to be charged in the upper right corner of the Risk/Sensitivity form.

- The requesting Office must provide the funds to pay for the required security investigation. The costs are $23.00 for a fingerprint check, $77.00 for NACI, and $87.00 for NACIC. The TOR shall write the appropriation code to be charged in the upper right corner of the Risk/Sensitivity form.

Fingerprints may be obtained at the DOT ACS-350 NASSIF Building. Copies of Order 1600.1D are available from the COTR.

As part of the task order administration process, the TOR/customer shall be required to review the contractors quarterly security reports (submitted in accordance with AMS Clause 3.14-2, Contractor Personnel Suitability Requirements). The TOR/customer shall ensure that **EVERY BITS II CONTRACTOR EMPLOYEE** working on their task order has submitted SF-85P documentation (and received a clearance from FAA security) as appropriate. The BITS II

Program Office will make the quarterly reports available to the TORs/customers.

8.2. Questionnaire for Public Trust Positions, SF-85P

Contractor Responsibilities

- Each BITS II Contractor is responsible for assuring that the SF-85P is completed and submitted to ACO-350. The SF-85P form is to be completed by the individual Contractor employees.

- The Contractor shall provide the CO with a list of all contract personnel who have submitted form SF-85P and/or Risk/Sensitivity form.

8.3 Notification to CO

Contractor Responsibilities

- As required per AMS clause 3.14-2, Contractor Personnel Suitability Requirements, the Contractor shall submit to the CO (on a quarterly basis) a list of all personnel who have received a security clearance from ACO-350, personnel who have received clearances from other Agencies, in addition to a list of all personnel who have submitted form SF-85P within one month of the action taken. The list shall include the following information by Task Order number:
  - Name of personnel
  - Labor Category
  - Level of security sought
  - Date SF-85P submitted (if applicable)
  - Date and place of fingerprint (if applicable)
  - Date and level of security clearance granted

- In the case of Contractor personnel who have received clearance from other agencies, the following additional information shall be provided:
  - Date and level of security clearance
  - Certifying Agency

- In any case where a security clearance lapses, or is denied or revoked, the CO shall be notified within five business days of the date that the Contractor receives notice.

8.4. Return of IDs Issued Under BITS II

Because DOT IDs permit access to sensitive areas within DOT offices, the proper management of such IDs is essential to maintaining security.

Contractor Responsibilities

The Prime Contractor is responsible for the management and return of DOT IDs issued under BITS II.

- BITS II Contractors are responsible for assuring that all DOT IDs issued under the BITS II contract are properly managed. Upon the completion or termination of a Task, or reassignment or departure of contract personnel, any DOT IDs issued under the BITS II contract shall be returned to the COTR. An exception to this is where the Contractor personnel will continue working on other BITS II Tasks.

- Where a Contractor employee or subcontractor is dismissed or a Task completed or terminated for cause, the Contractor shall return to the COTR any DOT IDs issued under BITS II with written notification of the termination within 7 days of the termination.

8.5 Proprietary Information

The BITS II Team may have for access to and use of various types of proprietary, sensitive or restricted data and information in the possession of the government. Therefore, the BITS II Team Members agree to abide by any restrictive use conditions on such data.

BITS II Team members may be required to sign a non-disclosure agreement.